



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL PS- #1209 NUTRITION EDUCATION AND OBESITY PREVENTION SERVICES

March 28, 2013

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Nutrition Education and Obesity Prevention Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current Formal Bids and Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current%20Formal%20Bids%20and%20Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit six (6) hard copies and one (1) electronic copy (on CD or memory stick) of your proposal on May 10, 2013 by 3:00 p.m. to:

County of San Luis Obispo
Phill Haley, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

NUTRITION EDUCATION OBESITY PREVENTION

If you have any questions about the proposal process, please contact me. For technical questions and information contact Shannon Klisch at (805) 781-4945.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Shannon Klisch at: sklisch@co.slo.ca.us. All questions will receive a response within four (4) business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

In addition, question and answer sessions will be held on April 11th at 2:30pm at the Agriculture Auditorium at 2156 Sierra Way, San Luis Obispo CA 93401 and April 19, 2013 at 10am in the Red Room, 2180 Johnson Ave, San Luis Obispo CA 93401.

PHILL HALEY

Buyer – GSA Purchasing

phaley@co.slo.ca.us

NUTRITION EDUCATION OBESITY PREVENTION**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____ _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

NUTRITION EDUCATION OBESITY PREVENTION**PROPOSAL SUBMITTAL AND SELECTION**

- All proposals, consisting of six (6) hard copies and one (1) electronic copy (on CD or memory stick) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on May 10, 2013. Late proposals will not be considered and will be returned, unopened.
- All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: PHILL HALEY
Telephone: (805) 781-5904

- All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
- It is preferred that all proposals be submitted on recycled paper, printed on two sides.
- Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
- This Request for Proposal does not constitute an offer of employment or to contract for services.
- The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
- All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
- All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.
- The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
- Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

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- The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.
- Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

- An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 1101.pdf**)

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Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained above, please mark the CD with the phrase **"Proprietary Information Included"**. This can be hand written or printed on the CD label.

PROJECT SCOPE**SECTION I: INTRODUCTION****A. History**

Beginning in Federal Fiscal Year (FFY) 2013, the California Department of Public Health (CDPH), *Network for a Healthy California (Network)* awarded funding to Local Health Departments (LHDs), including San Luis Obispo County, to implement comprehensive local nutrition education and obesity prevention programs. Consistent with their statutory requirements and this funding, LHDs serve as the lead health agency in their respective jurisdictions. LHDs coordinate with local partners and involve multiple sectors in spearheading efforts to improve the nutritional status and prevent obesity among California's low-income population, in accordance with Healthy, Hunger-Free Kids (HHFK) Act of 2010.

Beginning FFY 2014, San Luis Obispo County is required to have funding opportunities available for sub-grantees to implement nutrition education and obesity prevention strategies to low-income populations.

B. Funding, Grant Term and Allocations

Funding is from the U.S. Department of Agriculture (USDA), SNAP-Ed, and continued availability of federal funding to CDPH is made through an interagency agreement with the California Department of Social Services. For sub-grantees in San Luis Obispo County the grant term is from October 1, 2013 through September 30, 2014 (FFY14) and may be renewed annually through FFY16 (Oct 1 - Sept 30, 2016). This covers three (3) federal fiscal years (FFY 2014, 2015, and 2016), and is contingent on available annual federal funding and grantee performance. Funding will decline in years two and three (FFY15 & FFY16) by approximately 5% each year.

C. Programmatic Goals and Allowable Activities

Goal: The low-income target population is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Description of target population: Sub-grantees are required to target low-income populations that are receiving or are eligible to receive Cal-Fresh (aka. Food Stamps, Supplemental Nutrition

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Assistance Program (SNAP)). There are very specific requirements for qualifying an intervention site. Sites may qualify based on the following:

- Schools where $\geq 50\%$ of students participate in the Free/Reduced Meal Program
- Census tracts where $\geq 50\%$ of residents have household incomes of $< 185\%$ of the Federal Poverty Guidelines.
- Means-tested locations that serve low-income individuals (i.e. Food Banks, Family Resource Centers, Dept of Social Services Offices, Public Housing sites, etc.)

A list of currently approved sites is available (Attachment II). This list is not exhaustive and others may be eligible based on criteria listed above.

Allowable Activities

Applicants will select objectives and activities from Network developed Scope of Work (see Exhibit A). Not all objectives and activities in the SOW are up for bid, see list of Sub-grant Scope of Work Activities (Attachment I).

Besides individual and group nutrition education, allowable uses of the funding include comprehensive, multi-level interventions and public health approaches to improve nutrition.

All messaging must be consistent with the Dietary Guidelines for Americans 2010 (DGA)/MyPlate and cannot include any disparaging language about specific foods, brands or commodities (<http://www.cnpp.usda.gov/dietaryguidelines.htm> and [ChooseMyPlate.gov](http://www.choosemyplate.gov)). Sub-grantees must utilize these documents in developing and implementing their interventions.

Of utmost importance for this funding is the USDA SNAP-Ed FFY 2013 Guidance (Guidance) released March 30, 2012. The Guidance specifies allowable uses of this federal funding, as well as reporting requirements (<http://www.nal.usda.gov/fns/Guidance/FY2013SNAP-EdPlanGuidance.pdf>). All of CDPH's funded local projects and sub-grantees must abide by the Guidance. The sub-grantee will provide reporting information to the San Luis Obispo Health Promotion Division and work closely with Health Promotion to ensure compliance.

D. Description of services**Funding priorities and requirements:**

Under the collaborative direction of the San Luis Obispo County Health Promotion Division, eligible and qualified applicants are being sought to provide comprehensive nutrition education and obesity prevention (NEOP) services among SNAP and SNAP-eligible populations in San Luis Obispo County. The purpose of this RFP is to seek NEOP services that meet the objectives listed in **Sub-grant Scope of Work Activities (Attachment I) and Exhibit A Scope of Work**.

Applicants must provide trained staff (paid or volunteer) who can deliver culturally competent and linguistically relevant NEOP services in conformance with all applicable state, federal, and local laws, rules and regulations.

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Applicants are expected to work closely with the San Luis Obispo County Health Promotion Division in a supportive and complementary manner to implement, evaluate and report NEOP activities. The County may award one contract or several contracts depending upon what is in the best interests of the County.

The following types of organizations will be prioritized: schools (e.g., county office of education, larger school districts), community based organizations (e.g., serving youth, ethnic groups, neighborhoods, etc.), and cities. Other types of organizations may be appropriate based on local needs. In addition, priority will be given to agencies that have a history of providing services to low-income populations and/or excellence in provision of NEOP services.

Evaluation

All sub-grantees will participate in process evaluation per their Scope of Work activities. Some sub-grantees may be required to participate in Impact/Outcome Evaluation depending on their SOW Objective. Impact/Outcome Evaluation measures the effectiveness of an intervention by assessing behavior change or the factors that directly influence behavior change primarily focusing on nutrition education and obesity prevention.

E. Funding amount

Funds under this RFP may not be used to purchase facilities. It is expected that the awarded contract will commence on October 1, 2013 and may be renewed annually through September 30, 2016, based on the availability of funding and successful completion of grant objectives.

F. Who May Apply

The Health Promotion Division is seeking qualified applicants who exhibit expertise in administering services solicited under **Sub-grant SOW activities (Attachment 1 & Exhibit A)** to the targeted population. All services must be provided in San Luis Obispo County. Applicants may be public or private community based organizations, corporations, or sole proprietors that meet the legal requirements to conduct business under the laws of California. Applicants must have all legally mandated permits and licenses, as may be required at the time of contract signing.

SECTION II PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section.

Proposals will be typed and single spaced on 8 ½ x 11 inch plain white paper printed on two sides of the paper. Proposals must not exceed maximum page limits as specified for each section. Page limits specify the number of typed pages (i.e. two pages = one, double-sided page). All pages in the package will be numbered consecutively. Proposals will not be bound, but may be submitted in a binder or folder that allows for easy removal of the pages.

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Use the organization's current letterhead. State that the enclosed proposal is for the County of San Luis Obispo Health Promotion Nutrition Education Obesity Prevention.

Indicate by whom the proposal is submitted. Provide: (1) the individuals' name and titles, (2) organization name, (3) address and email address, (4) telephone and facsimile numbers, (5) date of submission, and (6) signature of the agency's chairperson for the Board of Directors or person empowered by the agency's governing authority to sign contracts and make commitments for the agency.

Indicate Scope of Work Objectives and Activities organization is applying for (see Attachment I). Indicate total number of unduplicated SNAP-Ed eligible individuals the organization will reach.

2. Agency Overview (max. half page)

Describe in detail, the agency's philosophy and conceptual approach to the delivery of services and/or education to low-income populations. Describe the agency's existing services and how they relate to the proposed services. Discuss your experience in working with low-income clients including mono-lingual Spanish speaking populations if applicable, including assessing their needs (knowledge, attitudes, behavior, etc). Describe efforts to make services culturally and linguistically relevant to clients.

3. Program Overview (max. two pages per objective selected)

For each Sub-grant SOW Objective you select to bid on, please complete the following questions.

1. Identify Sub-grant Scope of Work Objective and Activities your agency is proposing to do
2. Indicate number of events/classes and number of individuals you will reach
3. Indicate geographic location of proposed activities and how you will verify that the site is eligible (i.e. census block, means-tested location, etc.)
4. Describe your agencies qualifications for carrying out the objective
5. Provide a summary of approach to be taken

Carefully review SOW Objectives (Attachment 1 and Exhibit A) as well as Guidelines Allowable and Unallowable activities (<http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf>).

4. Program Narrative (max. one page)

This section of the proposal should present a comprehensive statement of the proposed NEOP Services and how you would go about developing, implementing and evaluating it. In addition, please address the following questions below:

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1. Why have you selected these SOW areas? Please provide your rationale.
2. How will your program make a difference? How will you advance healthy change and meet the needs of your communities related to nutrition, obesity, food security; developing local capacity and filling gaps; etc.?
3. How will your program ensure nutrition education and obesity prevention activities reach SNAP or SNAP eligible populations?

NOTE: All activities must be targeted to SNAP eligible persons. These are defined in the Guidelines Manual, III Program Planning and Resource Section, 400 SNAP-Ed Activity Guidelines (<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>). A list of currently approved local sites is attached (Attachment II).

5. Program Budget (use attached template)

Please use the attached Sub-grant Budget Justification template to report your budget for FFYs 14, 15 and 16.

6. Management and Reporting Capabilities (max. one page)

Provide a detailed description of your program capabilities in the following areas:

1. Financial management
2. Personnel management
3. General administration
4. Adherence to funding agency reporting requirements

7. Staff Training, Development, and Evaluation (max. half page)

It is essential that sub-grantees work in a supportive manner with the Health Promotion Division. Indicate your agency's willingness to participate in training and meetings as required. Sub-grantees will be required to attend Network trainings related to their SOW Objective(s), technical assistance trainings at the SLO Health Promotion Division, and attendance at the County Nutrition Action Plan quarterly meeting.

8. Fees and Insurance

The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County. See insurance and indemnification requirements in attached sample contract.

NUTRITION EDUCATION OBESITY PREVENTION**SECTION III: PROCEDURES FOR REVIEWING PROPOSALS**

1. San Luis Obispo County will, upon receipt of proposals will review all proposals to determine whether proposals are compliant, complete and eligible. A failure to meet any one of the specified criteria may cause the proposal to be disqualified. Disqualified submissions will not be scored and will not be further considered for this contract.
2. Written notification of the disqualification and reasons thereof will be provided to the proposer.
3. Proposals which are found to be responsive, compliant, and eligible will be evaluated based on 1) accordance with the criteria described in **SECTION II, 1-9** of the RFP specifications above and 2) overall fit within a comprehensive plan to meet the Health Promotion Division SOW objectives (Exhibit A).
4. The proposal and/or group of proposals that are best able to meet the overall requirements of the SOW (Exhibit A) and which meet the minimum scoring requirements will be recommended for funding. Awards greater than \$50,000 will be forwarded for approval before the Board of Supervisors. The County may award one or more contracts based upon the County's needs (for example, geographical locations, Objectives, etc.).
5. At this time, all proposers will be notified of the contract award(s).
6. The County Board of Supervisors reserves the right to reject any proposal and to waive informalities and minor irregularities in the proposals received.
7. Proposers certification shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at then option of the County, of declaring any contract made as a result thereof, to be void.
8. A dissatisfied proposer may protest the contract award, in accordance with the County's Vendor Protest Policy.
9. Upon written request, the County may provide an unsuccessful proposer with a general explanation as to why its proposal was rejected and/or the basis for the award to the successful proposer(s).
10. Procurement process may be canceled after receipt of the proposals, but prior to the award when San Luis Obispo County determines that cancellation is in the best interest of the County for reasons including, but not limited to, those listed below:
 - A. Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
 - B. Services are no longer required.
 - C. All other acceptable proposals received are at unreasonable prices.
 - D. The proposals were not independently arrived in open competition, were collusive, or were submitted in bad faith.
 - E. No proposal is received which meets the minimum requirements of the RFP.
 - F. The County determines after analysis of the proposals that its needs can be satisfied by a less expensive method.
 - G. If any or all of the funds associated with this project are canceled or are otherwise unavailable, the RFP procurement process will be canceled.
 - H. Should cancellation be necessary, all proposers will be notified, in writing, of the specific reasons for cancellation of the procurement process.

NUTRITION EDUCATION OBESITY PREVENTION**SECTION IV: GENERAL POLICIES**

- A. The County assumes no obligation for any cost associated with proposal development, preparation, and submission.
- B. This RFP is in no way an agreement, obligation or contract.
- C. Proposals will become public information and the property of the County upon submission.
- D. Proposals received after the deadline will not be considered.
- E. Proposals may be rejected if incomplete, inappropriate, or unresponsive.
- F. The County may reject any and all proposals.
- G. The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted in as complete a format possible with regard to the program content, technical compliance, and cost. Cost alone will not be the determining factor in making the award.
- H. After submission of the proposals and the closing thereof, no information will be released until after the award.
- I. The County will award the entire contract to one applicant which is deemed most advantageous to the County or the County may award several contracts to different providers based upon the County's needs.
- J. Technical Assistance (TA) with all phases of program implementation will be provided by the Health Promotion Division.

SECTION V: SELECTION PROCESS

A review committee consisting of individuals experienced in the development and implementation of health education and/or obesity prevention services to low-income populations and other individuals deemed capable and appropriate by the San Luis Obispo County Health Promotion Division will review the proposals. Proposals will be competitively evaluated in terms of the technical approach proposed and the qualifications of the applicant to perform the proposed services in an appropriate and timely manner. The committee may request additional information deemed necessary to determine the applicant's financial stability, ability to perform on schedule, or willingness to incorporate additional features in the proposal.

Once selection(s) have been made, the selected agency(s) will be contacted to negotiate an agreement for services. At the conclusion of the negotiations, the service contract may be presented to the Board of Supervisors depending on award amount.

NUTRITION EDUCATION OBESITY PREVENTION**SECTION VI: ANTICIPATED IMPLEMENTATION TIME LINE**

March 28, 2013 RFP Released

April 11, 2013 2:30 Informational Question/Answer session at Agriculture Auditorium 2156
Sierra Way

April 19, 2013 10:00 Informational Question/Answer session at Red Room 2180 Johnson

May 10, 2013 Proposals due

May 28-31, 2013 Panel Review

June 15, 2013 Award Announcements

August 13, 2013 Board of Supervisors Award Contract(s)

APPENDIX A

CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this ____ day of _____, 20__, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and _____ an independent contractor (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has need for special services and advice in [INSERT ONE OF THE FOLLOWING: financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services]; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services: [DESCRIBE SPECIFICALLY AND IN DETAIL].

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$[AMOUNT: USE EITHER A LUMP SUM OR A SUM PER MONTH, WEEK, HOUR, ETC.], within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a [Period: e.g. MONTHLY, BI-WEEKLY] basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

ALTERNATIVE PARAGRAPH: This Contract shall commence on [DATE], for an initial term until [DATE], and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

5. Termination of Contract for Convenience of Either Party. Either party may terminate this contract at any time by giving to the other party [NUMBER] days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. Termination of Contract for Cause. If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if [ANY ADDITIONAL REASONS], then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. Equal Employment Opportunity. During the performance of this Contract, the Contractor or agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. Entire Agreement and Modification. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment,

transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. Covenant. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. Indemnification. Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees.

However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

15. Insurance. Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Consultant's work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Consultant shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**

This policy shall cover damages, liabilities, and costs incurred as a result of Consultant's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Consultant shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Consultant shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Consultant's performance of work under this Agreement (CGL & BAL);

- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Consultant to immediately cease all activities with respect to this Agreement if it determines that Consultant fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Consultant, or each of Consultant's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

List Shipping Address:

16. **Records.**

- a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.
- b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]

17. **Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and _____ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

18. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

and to the Contractor:

19. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

20. Reports. [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS].

Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

21. Copyright. [OPTIONAL PARAGRAPH]. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. Findings Confidential. [OPTIONAL PARAGRAPH]. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

23. Performance Bond. [OPTIONAL PARAGRAPH]. At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

24. Restrictive Covenant. [OPTIONAL PARAGRAPH]. Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

25. Equipment and Supplies. [OPTIONAL PARAGRAPH]. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

26. Completed with FED LAW. For all DSS contracts over \$10,000 the contractor shall comply with Section 106.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen
County Counsel

By: _____
Deputy County Counsel

Date: _____

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on _____, 20__

ATTEST:

Clerk of the Board of Supervisors

CONTRACTOR:

Title: _____

Date: _____

State of California
County of _____

On _____ before me, _____
personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)